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NEO4J, INC. and NEO4J SWEDEN AB

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 NEO4J, INC., a Delaware corporation; and
14 NEO4J SWEDEN AB, a Swedish
corporation,

15 Plaintiffs,

16 v.

17 GRAPH FOUNDATION, INC., an Ohio
corporation, GRAPHGRID, INC., an Ohio
18 corporation, and ATOMRAIN INC., a
Nevada corporation,

19 Defendants.
20

CASE NO. 5:19-cv-06226-EJD

**[PROPOSED] STIPULATED JUDGMENT
AND PERMANENT INJUNCTION**

21 Plaintiffs Neo4j, Inc. and Neo4j Sweden AB (collectively “Neo4j” or “Plaintiffs”), and
22 Graph Foundation, Inc. (“GFI”), AtomRain and GraphGrid (GFI, AtomRain and GraphGrid
23 collectively “Defendants” and with Plaintiffs collectively “Parties”), through their undersigned
24 counsel, hereby stipulate and move this Court for entry of judgment and a permanent injunction
25 (“Stipulated Judgment”):

26 Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

27 1. Neo4j and Defendants have entered into a Confidential Settlement Agreement to
28 resolve this action and these parties have agreed on terms of this Stipulated Judgment.

2. On Plaintiffs' claims for (a) trademark infringement, 15 U.S.C. § 1114; (b) false designation of origin and false advertising, 15 U.S.C. § 1125(a); (c) federal unfair competition, 15 U.S.C. § 1125(a); (d) state unfair competition, Cal. Bus. Prof. Code §§ 17200 et seq.; (e) violations of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1202(b); and (f) breach of license agreement, Plaintiffs shall recover the injunctive and equitable relief against Defendants herein.

3. Defendants affirm and acknowledge that Neo4j, Inc. is the rightful owner in the United States of all right, title and interest in and to U.S. Trademark Registration No. 4,784,280 for the word mark "NEO4J" covering the goods and services in International Classes, 009, 035, 041, 042 and 045 (the "Neo4j® Mark"). Defendants affirm and acknowledge that the Neo4j® Mark and its registration are valid and subsisting. Defendants agree and affirm that they will not at any time or for any reason challenge either the validity of the Neo4j® Mark, its registration or the ownership thereof, or assist any third party in challenging the validity of the Neo4j® Mark or the registration thereof.

4. Defendants also declare and affirm that Neo4j, Inc. is the owner of U.S. Trademark Application No. 90056224 for the word mark "NEO4J." Defendants affirm and acknowledge that the word mark "NEO4J" subject to that application valid and subsisting. Furthermore, Defendants agree and affirm that they will abandon all efforts to oppose this application and will not challenge the validity or ownership thereof, or the validity or ownership of any resulting registration thereof, or assist any third party in opposing this application or challenging the validity or ownership of the mark subject to this application or the validity of any resulting registration thereof.

5. Defendants further declare and affirm that Plaintiffs' inclusion of the Commons Clause in the Neo4j Sweden Software License, and example of which is attached hereto as Exhibit A, is valid; and Defendants' removal, replacement and/or omission thereof, and related copyright management information from source code to which Plaintiffs hold the copyright, was not authorized by Plaintiffs, allowed by the terms of the Neo4j Sweden Software License and violated the DMCA, 17 U.S.C § 1202(b) ("DMCA Violation").

6. Defendants agree and affirm that they will not assist or encourage John Mark Suhy, PureThink LLC and iGov Inc. or any third party in challenging the validity of the Neo4j Sweden

1 Software License, or in the copying and distribution of source code with a DMCA Violation,
 2 including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or
 3 derivatives thereof, or that has been subject to the Neo4j Sweden Software License, including
 4 Neo4j® Enterprise Edition 3.4, Neo4j® Enterprise Edition 3.5, or any subsequent versions,
 5 subversions, or derivatives thereof.

6 7. Defendants, as well as their shareholders, directors, officers, agents, employees,
 7 parents, subsidiaries, successors and assigns, and all those acting under their direction, control or
 8 on their behalf, as well as any entity that is spun-off from or formed by them, or acquires or merges
 9 with any Defendant are hereby permanently enjoined as follows:

10 (a) Defendants may not make further use of, or fork any source code first
 11 released under the Neo4j Sweden Software License, including Neo4j® Enterprise Edition 3.4,
 12 Neo4j® Enterprise Edition 3.5, or any subsequent subversions or derivatives thereof.

13 (b) Defendants shall not offer for sale, advertise, promote, represent or refer to
 14 ONgDB as follows:

- 15 i. A free and open source drop-in replacement of Neo4j® Enterprise Edition
 16 distributions with the same version number;
- 17 ii. A drop-in replacement for commercially licensed Neo4j® Enterprise Edition;
- 18 iii. A drop-in replacement for Neo4j® Enterprise Edition under the GNU Affero
 19 General Public License, version 3 (“AGPLv3”), without limitations on causal
 20 cluster instances, cores, or production usage;
- 21 iv. A fork of the Neo4j® graph database platform that adds enterprise code back
 22 into Neo4j® core; and
- 23 v. One hundred percent (100%) free and open source version of Neo4j® Enterprise
 24 Edition version 3.4, Neo4j® Enterprise Edition version 3.5, or any version of
 25 Neo4j® Enterprise Edition released by Neo4j thereafter.

26 (c) Defendants shall not represent that Neo4j Sweden AB’s inclusion of the
 27 Commons Clause to the license governing Neo4j® Enterprise Edition violated the terms of
 28 AGPLv3, or make similar statements.

1 (d) Defendants shall not represent that the Free Software Foundation (FSF) or
2 that any government agency determined and/or confirmed that (a) the inclusion of the Commons
3 Clause to any license governing Neo4j® Enterprise Edition violated the terms of AGPLv3; and/or
4 (b) the Commons Clause can be removed from any software license governing Neo4j® Enterprise
5 Edition and/or ONgDB.

6 (e) Defendants may only make further use of the following publicly available
7 open source code, subject to the terms of their respective open source licenses: (i) Neo4j
8 Community Edition Source Code under the GNU General Public License, version 3 (“GPL”); (ii)
9 Neo4j® Enterprise Edition version 3.2.14 source code released under the AGPLv3; (iii) Neo4j®
10 Enterprise Edition version 3.3.10 source code released under the AGPLv3; (iv) Neo4j® Enterprise
11 Edition version 3.4.0.RC02 source code released under the AGPLv3. Nothing herein, however,
12 shall be construed as a license or otherwise entitle Defendants to use any source code, patches or
13 source code commits for Neo4j® Enterprise Edition version 3.3 or Neo4j® Enterprise Edition
14 version 3.4 that were first released under the Neo4j Sweden Software License. Further, nothing
15 herein shall be construed as a license or otherwise entitle Defendants to use or fork, any of
16 Plaintiffs’ source code that was first released as Neo4j® Enterprise Edition version 3.5 or otherwise
17 under the Neo4j Sweden Software License, including but not limited to, all beta releases, release
18 candidates, production releases, stable releases, and official releases, or any subsequent
19 subversions, patches or derivatives thereof.

20 (f) Defendants may not make representations about the AGPLv3, and shall
21 instead refer to the Free Software Foundation’s website for any interpretation of its meaning.

22 (g) Defendants may continue to use the name “ONgDB” for its products so long
23 as (i) it states on any website and/or any public statement that the name stands for “Open Native
24 Graph DB” and removes all references to ONgDB in reference to Plaintiffs and the Neo4j® Mark,
25 other than what is allowed in Paragraph 7(r); and (ii) restarts the version number for ONgDB to
26 version 1.0.

27 (h) Within three (3) days of entry of this Stipulated Judgment, Defendants shall
28 permanently remove, take down, destroy and prevent further access to all source code, object code,

1 binaries, build files, build scripts and distributions from its repositories located at
 2 <https://github.com/graphfoundation> and <https://hub.docker.com/r/graphfoundation> that contains
 3 any Neo4j® Enterprise Edition source code with a DMCA Violation or that was first released
 4 subject to the Neo4j Sweden Software License, including ONgDB version 3.4, ONgDB version
 5 3.5, ONgDB version 3.6, and any subversions thereof.

6 (i) Within seven (7) days of entry of this Stipulated Judgment, Defendants shall
 7 permanently remove, take down, destroy and prevent further access to any version of ONgDB (or
 8 any similar software created and/or maintained by Defendants that is within their possession,
 9 custody or control) that contains any Neo4j® Enterprise Edition source code with a DMCA
 10 Violation or that was first released subject to the Neo4j Sweden Software License, including
 11 ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or derivatives
 12 thereof. This removal and destruction shall be effectuated regardless of where that code resides,
 13 e.g., Defendants' websites (i.e., <https://www.graphfoundation.org/projects/ongdb/>,
 14 <https://www.graphgrid.com/gdp/>, <https://www.graphgrid.com/ongdb/>, and
 15 <https://www.atomrain.com/products/>, and any the Content Delivery Services invoked therein),
 16 AWS, AWS Gov Cloud, Docker, GitHub and/or any other source code repository or host service.

17 (j) Within ten (10) days of entry of this Stipulated Judgment, Defendants shall
 18 identify in writing any known third-party commercial and/or governmental use of any version of
 19 ONgDB containing any Neo4j Enterprise Edition source code with a DMCA Violation, that was
 20 first released subject to the Neo4j Sweden Software License, or not otherwise permitted for use by
 21 Paragraph 7(e).

22 (k) Defendants shall not offer any development, support, maintenance or hosting
 23 services for any version of ONgDB that includes any Neo4j® Enterprise Edition source code with
 24 a DMCA Violation or that was first released subject to the Neo4j Sweden Software License,
 25 including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or
 26 derivatives thereof. Defendants can offer consulting services for commercial installations of
 27 Neo4j® software, but only where the third party receiving such services has a commercial license
 28 and has fully paid the commercial license fees to Plaintiffs. Should Defendants continue to offer

1 ONgDB consulting services alongside consulting services with Neo4j® software as permitted
2 herein, then any advertising of Defendant's services related to Neo4j® software is subject to
3 adhering to Plaintiffs' then-current Trademark Policy.

4 (l) Defendants will not make any negative or disparaging comments or
5 representations about Plaintiffs, and their founders, officers, directors, investors, employees,
6 customers, products, partnership practices, licensing practices or pricing.

7 (m) Defendants will take down, delete and otherwise remove all webpages, posts
8 on GitHub, discussion forums, social media posts and blog posts (and all links thereto) that they
9 own, control, or have the ability and/or right to remove wherein they (i) reference Plaintiffs, their
10 licensing policies and practices, (ii) make the same or similar statements referenced in Paragraph
11 7(b) above, or (iii) use the Neo4j® Mark. Defendants also shall not use the Neo4j® Mark as a
12 hashtag on their respective websites or in any posts made on Twitter, Facebook or similar social
13 media sites.

14 (n) Defendants shall not make use of, or direct others to use, any of Plaintiffs'
15 documents or materials, such as software documentation, guides, manuals, change logs, release
16 notes and/or other publicly available technical information to create, maintain, market, use, and/or
17 sell ONgDB (or the equivalent). Any links to Plaintiffs' documentation in Defendants' software
18 shall be removed, or replaced with ONgDB documentation, bearing in mind that Plaintiffs'
19 documentation is licensed under the Creative Commons Attribution-NonCommercial-ShareAlike
20 4.0 International (CC BY-NC-SA 4.0) and its use by third parties, such as Defendants and their
21 customers, would be restricted to noncommercial purposes.

22 (o) Defendants shall not make any statement and/or representations to any third
23 party, affirmatively or in response to an inquiry, that state or imply that they can provide access to
24 or can obtain any software containing any Neo4j® Enterprise Edition source code with a DMCA
25 Violation, that is subject to the Neo4j Sweden Software License, or not otherwise permitted for use
26 by Paragraph 7(e).

27 (p) Defendants shall not have any expressed or implied license to use and shall
28 not make any further use of any of Plaintiffs' trademarks, including U.S. Trademark Registration

No. 4775253 for “CYPHER,” Trademark Registration No. 4784280 for “NEO4J,” U.S. Trademark Registration No. 4824877 for “NEO TECHNOLOGY,” U.S. Trademark Registration No. 5250026 for the Neo4j Logo, and U.S. Trademark Application No. 90056224 for “NEO4J” (collectively “Plaintiffs’ US Marks”), other than what is permitted in Paragraph 7(r).

(q) Defendants (and those acting in concert with them) will also permanently remove Plaintiffs’ US Marks from their websites, marketing literature, social media sites, and any other public facing resource, including all software interfaces, including, but not limited to, GUIs and command lines.

(r) If Defendants continue to attempt to fork any of Plaintiffs’ source code subject to the terms herein, their description of that source code and/or software, if it includes the Neo4j® Mark, may only be made by the following statement: “ONgDB (or any equivalent) is an independent fork of [Neo4j® Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version 3.3.10, and/or Neo4j® Enterprise Edition Source Code version 3.4.0.RC02 licensed under the AGPLv3 and/or Community Edition licensed under the GPL]. ONgDB and [Defendants to insert name of specific Defendant(s)] is not affiliated in any way with Neo4j, Inc. or Neo4j Sweden AB. Neo4j, Inc. and Neo4j Sweden AB do not sponsor or endorse ONgDB and [Defendants to insert name of the specific Defendant(s)]. Neo4j Sweden AB is the owner of the copyrights for Neo4j® software and commercial use of any source code from Neo4j® Enterprise Edition beyond [Neo4j® Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version 3.3.10, and/or Neo4j® Enterprise Edition Source Code version 3.4.0.RC02] is prohibited and could subject the user to claims of copyright infringement.”

8. Neo4j, Inc. and AtomRain Inc. agree that the Neo4j Solution Partner Agreement between AtomRain Inc. and Neo4j, Inc. was previously terminated and no surviving terms remain in effect or enforceable other than any confidentiality obligations that remain.

9. As between Plaintiffs, on one hand, and Defendants, on the other, each shall bear its own costs and attorneys’ fees except as specified below in Paragraph 11.

10. The Parties waive any rights to appeal this Stipulated Judgment.

///

11. This Stipulated Judgment adjudicates all claims in this litigation and is a final judgment. However, the Court expressly retains jurisdiction over any action to enforce this Stipulated Judgment and the underlying Confidential Settlement Agreement concurrently entered into by the Parties herewith. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The Parties request that in any future action to enforce or resolve any disputes regarding this Stipulated Judgment and the underlying Confidential Settlement Agreement, the Court refer the matter to Hon. Edward Davila for all purposes provided he is available.

Dated: February 15, 2021

HOPKINS & CARLEY
A Law Corporation

By: /s/ Jeffrey M. Ratnoff

John V. Picone III
Jeffrey M. Ratnoff
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

Dated: February 15, 2021

BERGESON, LLP

By: /s/ John D. Pernick

John D. Pernick
Attorneys for Defendant
GRAPH FOUNDATION, INC.

Dated: February 15, 2021

SKAGGS FAUCETTE LLP

By: /s/ Jeffrey E. Faucette

Jeffrey E. Faucette
Attorneys for Defendants GRAPHGRID,
INC. and ATOMRAIN INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED AND ADJUDICATED.

Dated: _____, 2021

EDWARD J. DAVILA
United States District Court Judge

ATTESTATION OF E-FILED SIGNATURE

Pursuant to Local Rule 5-1(i)(3), I hereby certify that I have obtained the concurrence in the filing of this document from all signatories for whom a signature is indicated by a “conformed” signature (/s/) within this electronically filed document and I have on file records to support this concurrence for subsequent production to the Court if so ordered or for inspection upon request.

Dated: February 15, 2021

HOPKINS & CARLEY
A Law Corporation

By: /s/ Jeffrey M. Ratinoff

John V. Picone III
Jeffrey M. Ratinoff
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

EXHIBIT A



cooperation with the community in the case of network server software.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, our General Public Licenses are intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

Developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

A secondary benefit of defending all users' freedom is that improvements made in alternate versions of the program, if they receive widespread use, become available for other developers to incorporate. Many developers of free software are heartened and encouraged by the resulting cooperation. However, in the case of software used on network servers, this result may fail to come about. The GNU General Public License permits making a modified version and letting the public access it on a server without ever releasing its source code to the public.

The GNU Affero General Public License is designed specifically to ensure that, in such cases, the modified source code becomes available to the community. It requires the operator of a network server to provide the source code of the modified version running there to the users of that server. Therefore, public use of a modified version, on a publicly accessible server, gives the public access to the source code of the modified version.

An older license, called the Affero General Public License and published by Affero, was designed to accomplish similar goals. This is a different license, not a version of the Affero GPL, but Affero has released a new version of the Affero GPL which permits relicensing under this license.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU Affero General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official

standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose

of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified

it, and giving a relevant date.

b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".

c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the

product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods,

procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work,

for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

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